MASTER SUPPORT AGREEMENT

This Master Support Agreement is entered into as of _____, by and between Wohler Technologies, Inc., a California Corporation, whose principal place of business is 31055 Huntwood Ave, Hayward, California, 94544, United States ("Wohler") and the Customer whose name and address is set forth below ("Customer"):

Customer Name:	
Customer Notice Address:	
Primary Contact Information for Notices	

RECITALS:

a) Wohler is engaged in the business of developing and distributing software in the area of broadcast and film media ingest, media file transcoding, format conversion, quality analysis, quality control, media asset management and the supply of associated services and products.

b) Customer has received a limited license to use the Software Product under the EULA attached hereto and wishes to receive support and maintenance services in respect of such Software Product.

WOHLER AND CUSTOMER HEREBY AGREE AS FOLLOWS:

1. Definitions.

1.1. **"Agreement"** means this Master Support Agreement and any Addenda, Schedules, and Exhibits referenced in this Agreement or otherwise agreed upon by Wohler and Customer.

1.2. **"Certified Hardware Specification"** means the technical specification and configuration that must be met by the Hardware in order to ensure the correct operation of the Software Product where speed of processing is important. The Certified Hardware Specification is more robust than the Minimum Hardware Specification and will be updated from time to time and available at www.wohler.com or delivered upon request.

1.3. **"Contract"** means an agreement to provide services for remuneration that consists of this Agreement, any Special Conditions separately agreed to in writing by Wohler, the Order Acknowledgment and a customer Purchase Order.

1.4. **"Documentation"** means the applicable end user manuals, training material and other information made available by Wohler to Customer at Wohler's discretion in either printed or machine readable form with respect to the Software Product.

1.5. **"Effective Date"** means the date on which a Contract is deemed to have been created, and shall be the date on which the applicable Support & Maintenance Services begin.

1.6. **"EULA"** means the End User License Agreement which contains the terms and conditions of Customer's use of the Software Product annexed hereto as Exhibit C.

1.7. **"Hardware"** means the hardware onto which the Software Product may be installed and on which the Software Product will operate.

1.8. **"Hotfix"** means a software patch on a part of the Software Product containing a

quick-fix remedy to an urgent Issue. A Hotfix does not undergo the same quality procedures as a regular Release.

1.9. **"Issue"** means the failure of the Software Product to comply with the Documentation.

1.10. **"License"** means the license under which the Customer may use the Software Product, granted under Wohler's End User License Agreement, any Wohler Terms and Conditions or such other terms and conditions as applied at the time of such license grant.

1.11. **"Maintenance"** means the provision of Hotfixes and Releases.

1.12. **"Minimum Hardware Specification"** means the minimum technical specification and configuration that must be met by the Hardware in order to ensure the correct operation of the Software Product, as set out in the Documentation. The Minimum Hardware Specification may not provide acceptable processing time in many customer applications. The Hardware Specification will be updated from time to time and available at www.wohler.com or delivered upon request.

1.13. **"Order Acknowledgement"** means Wohler's written (including email) acknowledgement of Customer's Purchase Order.

1.14. **"Purchase Order"** means Customer's purchase order for Support and Maintenance. If Customer is purchasing Software Product as well, that may also be specified on the Purchase Order in question

1.15. **"Release"** means a release of the Software Product containing fixes and/or enhancements to the Software Product functionality. A Release is identifiable by an increment to either the first digit or the second digit identifying the particular release (e.g. a change from Release 7.0 to 7.1 or from 7.5 to 8.0).

1.16. **"SLA"** means the service level agreement set out in Schedule A hereto.

1.17. **"Software Product"** means the original Software Product, including all associated software components, media, printed materials, embedded Third Party Software. and "online" electronic documentation Licensed by Wohler to Customer under the EULA, and supplemented by all Hotfixes and Releases supplied to Customer under this Agreement. If applicable, the covered Software Product may be described in Schedule B or may be described in a separate Support Quote.

1.18. **"Software Product Fee"** means the fee paid by Customer to Wohler in respect of its License to use the **Software Product**.

1.19. **"Special Conditions"** means any support terms, conditions, obligations or commitments that are not stated in this Agreement, but which may be agreed upon by Wohler and Customer. Such terms, obligations and commitments may be found in Schedule D or agreed to in a separate document and incorporated by reference.

1.20. **"Support"** means those activities relating to the collection and evaluation of data relating to Issues, establishing workarounds and the provision of software fixes to resolve such Issues in accordance with the SLA.

1.21. **"Support and Maintenance Fee"** means the fee payable by Customer to Wohler in respect of the provision of support and maintenance for the Software Product, as set out in the Support Quote, or in Schedule B.

1.22. **"Support Quote"** means a written quotation for the provision of Support and Maintenance, as confirmed in the Order Acknowledgement, and which specifies:

1.22.1. The name and quantity of the Software Products to be supported; and

1.22.2. The beginning and ending date for the proposed Support & Maintenance;

1.22.3. The Support and Maintenance Fee. and

1.22.4. If applicable, the Software Product Fee

1.23. **"Support Window"** means the current and previous two Releases (3 Releases total) of the Software Product or the current and all previous Releases implemented by the Customer in the previous twelve months, whichever results in the greater number of Releases supported.

1.24. **"Third Party Software"** means software that is developed and supplied by parties other than Wohler, and in conjunction with which the Software Product will operate, as set out in the Documentation.

1.25. **"Working Day"** means a day from Monday to Friday excluding US public holidays.

2. Contract Formation

2.1. Customer may issue a Purchase Order pursuant to this Agreement. Each Purchase Order will be governed by this Master Support Agreement. Wohler's issuance of an Order Acknowledgement shall create a binding Contract for Support and Maintenance, which will be provided according to and governed by this Agreement.

2.2. Wohler shall be under no obligation to continue providing Support and Maintenance in the event Customer fails to make timely payment of any undisputed invoices issued by Wohler to Customer.

2.3. Separately written Special Conditions (if any), stated in Schedule D or separately stated in an independent document, shall take precedence over the provisions of this Agreement.

2.4. Any terms and conditions in addition to, or at variance with, this Agreement contained in or referenced by Customer's Purchase Order shall be void and of no effect.

2.5. The order of precedence of the documents making up the Contract shall be as follows (highest first):

2.5.1. any Special Conditions agreed to in writing;

2.5.2. this Agreement;

2.5.3. the remainder of the Order Acknowledgement relating to Support and Maintenance (other than the Special Conditions); and

2.5.4. the Purchase Order.

2.6. In the event that Customer does not wish to proceed with a Purchase Order subject to this Agreement, it may cancel the corresponding Contract without liability provided it notifies Wohler of such in writing (by letter, fax or email) within ten (10) Working Days after receipt of the corresponding Order Acknowledgement. After this period, any Contract may only be terminated in accordance with the provisions of Clause 9.2.

3. Support and Maintenance

3.1. Subject to the Contract, and for the duration set out in the Order Acknowledgement, Wohler shall provide Support and Maintenance in respect of the Software Product.

3.2. Wohler shall not be obliged to provide Support and Maintenance if payment of the Support and Maintenance Fee by Customer is overdue.

3.3. In consideration for the payment of the Support and Maintenance Fee, Wohler shall:

3.3.1. respond to Issues in accordance with the provisions of the SLA;

3.3.2. supply Support and Maintenance only to qualified Customer personnel who have a reasonable level of familiarity with the Software Product and the related Documentation and who can effectively receive and apply such Support and Maintenance;

3.3.3. Supply Support and Maintenance for the shorter of (i) the duration set out in the Purchase Order and as acknowledged in the Order Acknowledgment; or (ii) the Support Window of the Software Product;

3.3.4. make available to Customer all new Releases of the Software Product (and associated Documentation) for use by Customer only in accordance with the terms of the EULA; and

3.3.5. respond to reasonable queries from Customer.

3.4. In the event that Customer chooses to remain on a Release of the Software Product that is outside the Support Window, as defined in this Agreement, Wohler may, at its discretion and subject to written agreement with Customer, continue to

provide Support and Maintenance on such older Software Product in consideration of an increased Support and Maintenance Fee.

3.5. Wohler shall notify the Customer of all new Releases of the Software Product and shall, at Customer's request make such Releases (and associated Documentation) available to Customer for use by Customer only in accordance with the terms of the EULA free of charge whilst Customer is receiving Support and Maintenance Services under this Agreement. For the avoidance of doubt, new Software Products not previously purchased and corresponding support thereof will be subject to additional fees in accordance with Clause 6.4 below.

3.6. In order to permit delivery of Hotfixes and Releases, the Customer must have access to the Internet. Wohler accepts no liability for any loss or damage or delays in access to Hotfixes and Releases arising from Customer's failure to obtain such access.

3.7. Upon request by Wohler, Customer shall ensure that Wohler's support personnel are provided with the appropriate approvals, access information and remote electronic access to the Software Product, or physical access to the Hardware on which the Software Product is installed if, in Wohler's reasonable opinion, such physical access is necessary for the purpose of investigating or rectifying reported Issues.

3.7.1. Wohler accepts no liability for any loss, damage or delays arising from Customer's failure to allow such access.

3.7.2. Wohler shall not be obliged to continue to provide Support in respect of the relevant Issue if Customer cannot provide or obtain such approvals, information and access described in this Clause 3.7.

3.8. Wohler may supply Support and Maintenance itself or by its appointed agents. Wohler will remain fully responsible for the delivery of the Support and Maintenance to Customer.

3.9. Wohler shall be under no obligation to provide Support in respect of:

3.9.1. use of the Software Product with computer hardware, operating systems or other supporting software that does not meet minimum specifications published by Wohler.

3.9.2. faults in the Hardware;

3.9.3. incorrect or unauthorized use of the Software Product, operator error, or use or operation that is not in accordance with the Documentation;

3.9.4. any software programs used in conjunction with the Software Product. Wohler shall only be obligated to support its own Software Product;

3.9.5. Issues resulting from any modifications or customization of the Software Product not made by or on behalf of Wohler.

3.10. Wohler shall notify Customer in writing as soon as Wohler is aware that any Issue is not covered by this Clause 3 or excluded from coverage by this Clause 3. After such notification and at Customer's request, any time spent by Wohler investigating such Issues will be chargeable at Wohler's then current rates. Wohler shall invoice such charges at Wohler's discretion and Customer will pay such charges within 30 days from the date of said invoice.

3.11. All Support shall be delivered remotely and nothing in this Clause 3 shall include an obligation for Wohler to provide onsite or local support at a customer site. Fees for onsite support must be contracted for separately.

4. Customer's Cooperation.

4.1. Customer shall provide co-operation and support to Wohler in Wohler's efforts to deliver the Support and Maintenance. Such co-operation and support shall include, but not be limited to:

4.1.1. a reasonable level of responsiveness to Wohler's requests and communications;

4.1.2. the timely transmittal and release to Wohler of appropriate and accurate documentation, information, media and materials in respect of reported Issues;

4.1.3. granting to Wohler remote access to the Hardware on which the Software Product is installed if required for the provision of effective Support;

4.1.4. making available competent personnel, as described in Clause 3.2.2, to assist Wohler when and to the extent reasonably requested by Wohler;

4.1.5. Customer's use of the Software Product only in accordance with the relevant Documentation and the License Agreement.

4.2. Customer shall:

4.2.1. ensure that the Software Product is managed in a proper manner and that all persons with administrative authority over the Software Product shall be competent trained employees or shall be persons under their supervision;

4.2.2. subject to clause 3.3.4 above, use reasonable endeavours to ensure that the Software Product is updated to the Releases of the Software Product that are within the defined Support Window; and

4.2.3. copy and use the Software Product, Documentation and all other materials provided hereunder only in accordance with the terms of the EULA.

4.3. Customer agrees that if Customer does not perform Customer's obligations under the Contract and such non-performance affects Wohler's ability to perform, Wohler shall not be considered in default under the Contract to the extent so affected.

5. Personnel. In the event that Wohler visits Customer's premises, Customer shall advise Wohler's staff, agents or subcontractors of all rules, regulations and practices with which they should comply while on those premises. Customer shall take reasonable precautions to ensure the health and safety of Wohler's staff, agents and sub-contractors while they are on Customer's premises.

6. Fees & Payment.

6.1. Wohler may invoice the Support and Maintenance Fee on the Effective Date or at such other date as may be mutually agreed upon.

6.2. Customer agrees to pay each of Wohler's invoices within 30 days of the date of such invoice.

6.3. Customer shall be liable for any other agreed upon fees, any value added, sales, excise, state, local or other taxes or customs duties. For the avoidance of doubt, should Customer be required by any law or regulation to make any reduction in any payment to Wohler on account of any tax including but not limited to Withholding Tax or otherwise on any sum payable under the Contract, the sum payable shall be increased by the amount of such tax to ensure that Wohler receives a sum equal to the amount to be paid under the Contract.

6.4. In the event that Customer purchases additional components of the Software Product so that its total aggregate Software Product Fee increases, , the Support and Maintenance Fee shall increase by a corresponding percentage agreed between the Parties.

7. Limited Warranty.

7.1. Wohler warrants to Customer that all services supplied under the Contract will be carried out with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

7.2. The nature of the Broadcast and Media industry and the nature, format and architecture of media used are evolving. The fitness of the Software Product for any particular purpose and its ability to achieve any particular result are constrained by

the quality of the media the Software Product is working with, the expertise and knowledge of the Customer's operating personnel, the quality of the media as sourced from Customer's upstream partners in the content preparation and delivery chain, proprietary or custom containers, wrappers or formats that may vary from published specifications and standards of the media in question, the operating environment in which the Software Product is placed, including the Hardware, the surrounding network infrastructure, and the connected devices, as well as other factors unknown and unknowable.

7.3. EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 7.1 OF THIS AGREEMENT, WOHLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

7.4. In the event that Customer believes the warranty in Clause 7.1 has not been met on any occasion, Customer shall promptly notify Wohler, providing all details that may be necessary for Wohler to remedy the breach, and Wohler shall use reasonable efforts to remedy such breach (either by itself or through a third party).

8. Limitation of Liability.

8.1. Nothing in the Contract shall exclude either Party's liability for: (i) death or personal injury caused by the negligence of that entity, its employees or authorized representatives, or (ii) fraud or other criminal act.

8.2. EXCEPT AS PROVIDED IN CLAUSE 8.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO: (I) LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA, (II) LOSS OF USE, INCLUDING, WITHOUT LIMITATION "DOWNTIME" OR "BUSINESS INTERRUPTION", (III) LOSS OF PROFITS, (IV) LOSS OF DIRECT OR INDIRECT ANTICIPATED SAVINGS. SUCH LIABILITY IS EXCLUDED WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE OR ACTUALLY FORESEEN, EVEN IF WOHLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. Wohler's maximum aggregate liability arising out of the provision of support and maintenance under the Contract, whether based upon warranty, contract, tort or otherwise, shall not exceed the amounts paid by the Customer for Support & Maintenance in the twelve (12) month period prior to the date of the claim.

8.4. Each Party hereby excludes all liability that has not been expressly accepted in the Contract. For the purposes of this Clause 8, "Each Party" includes each Party's, associates, employees, sub-contractors, licensors and suppliers.

8.5. No action, regardless of form, arising out of this Agreement or the Contract may be brought by either party more than two (2) years after the cause of action has accrued.

9. Duration, Renewal & Termination.

9.1. Each Contract shall become effective on the Effective Date and shall continue for the duration set out in the Purchase Order and as confirmed by Wohler's Order Acknowledgement, unless and until terminated in accordance with the provisions of 2.6 or Clause 9.2 or unless renewed for an additional duration as evidenced by a new Purchase Order and Order Acknowledgment setting out a new duration.

9.2. Either party may terminate the Contract under the following conditions:

9.2.1. Either party may terminate this Agreement at any time if the other party fails to perform any of its material obligations hereunder, provided such failure is not corrected within thirty (30) days after receipt of written notice.

9.2.2. Either party may terminate this Agreement for any reason or for no reason by providing ninety (90) days prior written notice;

9.2.3. Either party may terminate this Agreement immediately if the other party becomes subject to dissolution, winding up, receivership or any other

insolvency proceedings.

9.3. The expiry of the Contract or the termination thereof for whatever reason shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

10. **Intellectual Property.** Wohler is the owner or licensee of the patent, copyright, trade secrets, trademarks and any other intellectual property rights which subsist in the Hotfixes and Releases. Title to the Hotfixes and Releases shall remain vested in Wohler or Wohler's licensors. For the avoidance of doubt, title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works, revised screen text or any other items that Wohler creates shall remain vested in Wohler or Wohler's licensors.

11. Confidentiality.

11.1. Each Party agrees that it will not, without the prior written consent of the other Party or as required by applicable law or by any regulatory body with jurisdiction over the disclosing Party, at any time during the Term of this Agreement or for five years after termination of this Agreement directly or indirectly communicate or disclose any confidential information concerning the other Party which it obtains in any manner whatsoever as a result of entering into this Agreement, to any person except employees and/or consultants who need to have access in order to carry out their duties and who are bound by appropriate confidentiality and non-disclosure agreements. Each Party confirms that it regards the terms and conditions of this Agreement as confidential information of both Parties.

11.2. For the purposes of this Clause 11, information acquired by a Party which (i) is or becomes generally available to the public, (ii) is received from a third party who had obtained the information lawfully and was under no obligation of secrecy, (iii) was in the Party's possession before receipt of the information from the other Party, or (iv) is independently developed by the Party without reference to the other Party's confidential information, shall be deemed not to be confidential information.

11.3. Each party may publicize its involvement with the other party.

11.4. If the Contract is terminated, each party shall, at the other party's option, return or destroy all Confidential Information of the other party.

12. **General.**

12.1. **Entire Agreement.** The Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written. The Contract shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by Customer. The Contract may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorized representatives of Wohler and Customer

12.2. **Assignment.** Customer may assign this Agreement so long as the assignment also includes the entirety of the underlying Software Product. Either party may otherwise transfer any rights or obligations under the Contract with the other party's prior written consent, which consent shall not be unreasonably withheld.

12.3. **Notices.** Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered, at the time of transmission if communicated by facsimile or email, or five days after being sent by first-class air mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. Notices sent to Wohler shall be sent to the Attention of the Customer Service Manager at Fax: +1-510-870-0811 or Email: support@wohler.com.

12.4. **Force Majeure.** Neither party is responsible for failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including war, strike, riot, crime or act of God, that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each party is required to render performance under the Contract shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

12.5. **Governing Law, Jurisdiction & Dispute Resolution.**

12.5.1. This Agreement shall be governed by the laws of the state of California and the parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in California.

12.5.2. In the event of any dispute arising under the Contract that cannot be settled amicably, the parties will attempt to settle it by mediation first through a mutually acceptable mediator.

12.6. **Severability**. If any provision of the Contract is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of the Contract shall not be affected thereby, and that the remainder of the Contract shall remain valid and enforceable.

12.7. **Waiver.** Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege

12.8. **Survival.** The following clauses shall continue to be in effect after the termination or expiration of the Contract: 1 (Definitions), 7 (Warranty), 9.3 (Rights after Termination), 10 (Intellectual Property), 11 (Confidentiality).

The parties have executed this Agreement as of the date last set forth below.

WOHLER TECHNOLOGIES, INC.	
By:	
Name:	
Title:	
Address:	
Date:	

CUSTOMER: [CUSTOMER NAME]	
By:	
Name:	
Title:	
Address:	
Date:	

SCHEDULE A

Service Level Agreement

Wohler will provide Support services via telephone, email, remote access and onsite support as follows:

A.1: Issue Reporting.

All issues will be logged and tracked via Wohler's online support portal available for review on demand by Customer. This portal is the recommended and preferred method for reporting Issues. Customer's support engineers or other qualified personnel shall report Issues to Wohler in the following ways:

1 By use of Wohler's online support portal, available at www.wohler.com. Login details for which will be provided on a customer-by-customer basis.

2 By email to tier1support@wohler.com or such other email address as Wohler may, from to time, time, provide or make available.

3 By telephone to +1 510-870-0810 (North, Central & South America) or such other phone number as Wohler may, from time to time, provide or make available.

If direct email or telephone is used to log or communicate information relating to a support Issue, response and resolution times may be compromised.

A.2: Support Hours.

Support personnel will be available to Customer from Monday to Friday, between 6:00 am and 5:00 pm Pacific Standard Time (local time in Wohler's Hayward, California corporate headquarters) to provide telephone, email, and remote access support for reporting, correcting and resolving issues within the timeframes set forth herein. Wohler will maintain records of all reported issues made by Customer personnel.

A.3: Issue Categories.

Issues will be categorized as set out below by Wohler in Wohler's reasonable opinion at the time each Issue is reported:

Severity	Description
Tier 1	**Critical Break Fix:** Customer business process is directly and severely affected or degraded and there is no found procedural workaround. Data or media is at risk of loss, non-capture, or non-timely delivery. The Software Product infrastructure is not stable and its performance characteristics have radically changed.
Tier 2	**Serious Break Fix:** Customer's system is degraded such that some functionality, key to the Customer's business processes, is limited or unavailable, but the Customer is still performing core processes or a workaround has been found that is stable, but considered temporary only.
Tier 3	**Medium Impact:** A non-urgent issue, which may affect a Customer business process at present or in the future, that requires investigation and which may lead to improvements in performance.
Tier 4	**Service, Training, Feature Request:** A request for update or upgrade services to a new release, training, consultancy, or a specific enhancement to the Software Product that is separately charge-able as set out in Clause 3.10. Rates are USD $1,500 per day plus travel and lodging expenses, payable in advance (not on terms) and must be scheduled two weeks in advance to avoid premium rates. No such fees or travel and lodging expenses may be incurred without prior written consent by the Customer.

A.4: Response and Resolution Times.

Wohler shall use all reasonable endeavors to respond to and resolve Issues during the timeframes set out below, so long as Customer initiates communication as set forth in A.1 above.

Severity	Response			Resolution / Solution
	Acknowledgment	Initial Follow-Up	Update Frequency	
Tier 1	1 Hour (Next Business Day if after hours)	4 Hours (Next Business Day if after hours)	Daily until resolved	Hotfix or Workaround
Tier 2	4 Hours (Next Business Day if after hours)	1 Day	Weekly until resolved	Hotfix or New Release
Tier 3	1 Day	1 Week	Monthly until resolved	New Release
Tier 4	1 Day	1 Week	NA	NA

A.5: Escalation.

In the event that the Customer has concerns regarding Wohler's progress with a particular issue or with any other matter regarding the delivery of Support and Maintenance, the Customer may raise such concerns with Wohler by escalating to the Customer Service Manager. Issues outside the ordinary may also be escalated within Wohler by the head of Customer Service to facilitate their resolution.

A.6: Release and Hotfix process

Where a Release or Hotfix is used to remedy an Issue, it is the responsibility of the Customer to ensure that this resolves the Issue. If the Customer finds that the new Hotfix or Release does not resolve the Issue to an acceptable level then the Customer is free to revert back to their previous version of the software and shall notify Wohler of such. Then Wohler shall create a new Issue, which shall be resolved in accordance with the provisions of Clause A.4 above.

SCHEDULE B

Software Product to be Supported

Software Component	Purchase Date (Approximate)	Qty	Support & Maintenance Value	Extended Value

Support and Maintenance Beginning and End Date for the above: _____

Support and Maintenance Fee for the above: _____

SCHEDULE C

END USER LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL.

This End-User License Agreement ("EULA") is a legal agreement between the person, company or organization ("You" or "Customer") that has licensed this software and Wohler Technologies, Inc. ("Wohler") for Wohler's software product(s) which may include associated software components, media, printed materials, and "online" or electronic documentation ("Software Product"). By installing, copying, or otherwise using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Software Product.

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is licensed, not sold.

1. **GRANT OF LICENSE TO USE.**
   a. **Installation & Use.** Wohler grants Customer, its affiliates, service providers and contractors a non-exclusive and non-transferable license for the internal use only of the accompanying Software Product for the number of separate instances for which the corresponding software product fee has been paid. Title to the Software Product and all associated intellectual property rights is retained by Wohler and/or its licensors.
   b. **Backup Copies.** Customer may make copies of the Software Product as may be necessary for backup and archival purposes.
2. **OTHER RIGHTS & LIMITATIONS.**
   a. **Maintenance of Copyright Notices.** The Product is confidential and copyrighted. You may not remove or alter any copyright notices on any copies of the Software Product.
   b. **Distribution & Rental.** Save in respect of Customer's affiliates, service providers and contractors, Customer may not distribute, lease or lend the Software Product to third parties. In no case may Customer rent the Software Product to third parties.
   c. **No Reverse Engineering, Decompilation, Disassembly.** You may not reverse engineer, decompile, or disassemble the Software Product.
   d. **Support Services.** Wohler may provide you with certain support services related to the Software Product ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA.
   e. **Applicable Law.** Both Parties must comply with all applicable laws regarding use of the Software Product.
3. **TERMINATION.** This EULA is effective until terminated. Customer may terminate this EULA at any time by destroying all copies of the Software Product. This EULA will terminate immediately without notice from Wohler if Customer fails to comply with the terms and conditions of this EULA. Upon Termination, Customer must destroy all copies of the Software Product.
4. **COPYRIGHT.** All title in and to the Software Product, including but not limited to copyrights, and any copies thereof are owned by Wohler or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Software Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by and for Wohler.
5. **LIMITED WARRANTY:**
   a. The Company warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the Software Product will be free of defects in materials and workmanship under normal use as specified and described in then-current user manual(s). Your exclusive remedy and the Company's entire liability under this limited warranty will be, at the Company's option, to either replace the Software Product or refund any Software Product fees paid.

b. Wohler further warrants that the Customer's use of the Software Products licensed under this EULA, in accordance with the EULA shall not infringe the intellectual property rights of any third party.
c. EXCEPT AS SET FORTH IN THIS CLAUSE 5, WOHLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

6. **LIMITATION OF LIABILITY**.
   a. **No Liability for Special, Incidental, Indirect or Consequential Damages.** In no event shall either Party be liable for special, incidental, indirect or consequential damages, including, but not limited to: (i) loss of, damage to, or corruption of data, (ii) loss of use, including, without limitation "downtime" or "business interruption" (iii) loss of profits, (iv) loss of direct or indirect anticipated savings. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen, even if Wohler was advised of the possibility of such damages.
   b. **Exclusive Remedy.** Customer's exclusive remedy for a breach of warranty under Clause 5.a is to return the Software Product to Wohler with a description of the problem. Provided that such return is no more than ninety (90) days following delivery to you, Wohler will use reasonable commercial efforts to supply Customer with a replacement copy of the Software that substantially conforms to the documentation or refund to Customer its purchase price for the Software, at Wohler's option. Wohler shall have no responsibility if the Software Product has been altered in any way or if the failure arises out of use of the Software Product with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. SAVE IN RESPECT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.
7. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If the Software Product is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Product and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).
8. **THIRD PARTY SOFTWARE.** The Software Product may contain Third Party Software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at http://www.wohler.com/thirdpartyEULA.aspx and are made a part of and incorporated by reference into this EULA. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein
9. **EXPORT REGULATIONS.** All Software Products and any technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.
10. **GOVERNING LAW.** This Agreement is governed by the laws of the State of California and any controlling or preemptive U.S. federal law. No choice of law rules of any jurisdiction will apply.
11. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.
12. **INTEGRATION.** This Agreement is the entire agreement between you and the Company relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

SCHEDULE D

Special Conditions (if any)